

- 3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow Ymax to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Ymax access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:
- 3.1.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon Technical Reference (TR)-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities.
- 3.1.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time. Verizon will not build new facilities.
- 3.1.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Verizon TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Ymax may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities.
- 3.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Ymax may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.

- 3.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, Ymax may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities.
- 3.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new facilities.
- 3.1.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Ymax may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities.
- 3.1.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This Loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Ymax may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new facilities.

- 3.1.9 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Ymax in accordance with, and subject to, the technical specifications set forth in Verizon TR-72575, as revised from time-to-time. Verizon will not build new facilities.
- 3.1.10 "DS-1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate. A DS-1 Loop will be provided only where the electronics necessary to provide the DS-1 transmission rate are at the requested installation date currently available for the requested DS-1 Loop. Verizon will not install new electronics. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date currently available for a requested DS-1 Loop, upon request by Ymax, the DS-1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling.
- 3.1.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will be provided only where the electronics necessary to provide the DS-3 transmission rate are at the requested installation date currently available for the requested DS-3 Loop. Verizon will not install new electronics and Verizon will not build new facilities.
- 3.1.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Ymax requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:
- 3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
  - 3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
  - 3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
  - 3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;

- 3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- 3.1.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
- 3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
- 3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
- 3.1.13 Verizon shall make Digital Designed Loops available Ymax at the rates as set forth in the Pricing Attachment.
- 3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Ymax requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
  - 3.1.14.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
  - 3.1.14.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
  - 3.1.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
  - 3.1.14.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").
- 3.1.15 Verizon shall make Conditioned Loops available to Ymax at the rates as set forth in the Pricing Attachment.
- 3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:
  - 3.2.1 Ymax shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
  - 3.2.2 In former Bell Atlantic Service Areas, Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Ymax as

the process is completed in each Central Office. Ymax must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal Service Order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. Ymax must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at [www.verizon.com/wise](http://www.verizon.com/wise) in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives Ymax the ability to determine loop composition, loop length and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Ymax to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Ymax requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.

- 3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Ymax must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic Service Order for an xDSL Compatible or BRI ISDN Loop. In general, Verizon will complete a manual loop qualification request within three (3) Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification process is currently available in the former Bell Atlantic Service Areas only.
- 3.2.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Ymax may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).
- 3.2.5 Once a Loop has been pre-qualified, Ymax will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.
  - 3.2.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.
  - 3.2.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will

search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.

- 3.2.6 If Ymax submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Verizon will query the Service Order back to Ymax for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Ymax submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Verizon will respond back to Ymax with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.2.7 Where Ymax has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if Ymax is already aware of the conditioning required (e.g., where Ymax has previously requested a qualification and has obtained loop characteristics), Ymax may submit a Service Order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.2 of this Attachment upon receipt of Ymax's valid, accurate and pre-qualified Service Order for a Digital Designed Loop.
- 3.2.8 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Ymax, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:
- 3.2.8.1 Three (3) Business Days will be required following receipt of Ymax's valid, accurate and pre-qualified Service Order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- 3.2.8.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Ymax. Conditioning activities are, in most cases, able to be

accomplished within fifteen (15) Business Days.  
Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

- 3.2.9 If Ymax requires a change in scheduling, it must contact Verizon to issue a supplement to the original Service Order. If Ymax cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Ymax shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Ymax cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Ymax shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.
- 3.3 Conversion of Live Telephone Exchange Service to Analog 2W Loops.
  - 3.3.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Ymax Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to Ymax:
    - 3.3.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Ymax does not request a coordinated cutover, Verizon will process Ymax's order as a new installation subject to applicable standard provisioning intervals.
    - 3.3.1.2 Ymax shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Ymax the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Ymax and Verizon shall mutually agree on a New Conversion Time, as defined below. Ymax shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide Ymax the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
    - 3.3.1.3 Ymax shall provide dial tone at the Ymax collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

- 3.3.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.3.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
- 3.3.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Ymax; and
- 3.3.1.5.2 If Ymax requests to reschedule outside the one (1) hour time frame above, Ymax shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.
- 3.3.1.6 If Ymax is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Ymax will reschedule and, upon request from Ymax, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
- 3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Ymax is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
- 3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).
- 3.3.1.9 If Ymax requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired



dates and times outside of regularly scheduled RCCC operating hours.

**3.4 Cooperative Testing.**

In the former Bell Atlantic Service Areas only, Ymax may request Cooperative Testing in conjunction with its request for an xDSL Compatible Loop or Digital Designed Loop. "Cooperative Testing" is a procedure whereby a Verizon technician and a Ymax technician jointly verify that an xDSL Compatible Loop or Digital Designed Loop is properly installed and operational prior to Verizon's completion of the order. Ymax may request, at its option, Cooperative Testing by entering a toll-free (e.g. 800/888/877) number in the Remarks field of the LSR of an xDSL Compatible or Digital Designed Loop Service Order, and the Verizon technician will call the toll-free number to perform the Cooperative Test. When both the Verizon and Ymax technicians agree that the Loop test shows that the Loop is operational, the Ymax technician will provide the Verizon technician with a serial number to acknowledge that the Loop is operational. Charges for Cooperative Testing are as set forth in the Pricing Attachment.

- 3.5** Verizon shall provide Ymax access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Ymax orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at Verizon's standard rates (e.g., where applicable, Verizon's Line and Station Transfer charge) for such work. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of Ymax's request notify Ymax of the lack of available facilities. Upon request and to the extent required by Applicable Law, Verizon will provide Ymax access to the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Upon request and to the extent required by Applicable Law, Verizon will provide Ymax access to the unbundled Local Loop at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.5.

**4. Line Sharing**

- 4.1** "Line Sharing" is an arrangement by which Verizon facilitates Ymax's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL) (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Regulations, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog switched Voice Grade service to that Customer by making available to Ymax, solely for Ymax's own use, the frequency range above the voice band on the same copper Loop required by Ymax to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.
- 4.2** Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall provide Line Sharing to Ymax for Ymax's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Regulations. Verizon shall provide Line Sharing to Ymax in accordance with, but only to the extent required by, Applicable Law. In order for a Loop to be

eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC Regulations; (ii) Verizon must be providing simultaneous switched analog Voice Grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by Ymax on that Loop must not significantly degrade the performance of other services provided on that Loop.

- 4.3 Verizon shall make Line Sharing available to Ymax at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and non-recurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC Regulations); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed or Conditioned Loop) charges; (iii) charges associated with collocation activities requested by Ymax; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.
- 4.4 The following ordering procedures shall apply to Line Sharing:
  - 4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. Ymax must utilize the Loop qualification processes described in the terms applicable to xDSL Compatible Loops, Digital Designed Loops and Conditioned Loops to make this determination.
  - 4.4.2 Ymax shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal Service Order or other mutually agreed upon type of Service Order. Such Service Order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
  - 4.4.3 If the Loop is prequalified by Ymax through the Verizon Loop prequalification tools, and if a positive response is received and followed by receipt of Ymax's valid, accurate and pre-qualified Service Order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops. In such case, Verizon shall initiate provisioning and installation in accordance with the terms pertaining to xDSL Compatible Loops, Digital Designed Loops and Conditioned Loops pursuant to Section 3.2.5 of this Attachment.
  - 4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of Ymax's valid, accurate request. Verizon may require additional time to complete the Engineering Query where

there are poor record conditions, spikes in demand, or other unforeseen events.

- 4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and Ymax orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed or Conditioned Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes, in the manner required by Applicable Law, that such conditioning is likely to degrade significantly the Voice-Grade service being provided to Verizon's Customers over such Loops.
- 4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed and Conditioned Loops, as referenced in Section 4.4.5 of this Attachment. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) Business Days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law, if any. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed pursuant to Section 3.2.5.2. In no event shall the Line Sharing interval offered to Ymax be longer than the interval offered to any similarly situated Affiliate of Verizon.
- 4.4.7 Ymax must provide all required collocation, CFA, Special Bill Number (SBN) and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.
- 4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems and facility issues. Ymax will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.
- 4.5 To the extent required by Applicable Law, Ymax shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, Ymax must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the Voice Grade service and other Loops in the same or adjacent binder groups.

- 4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by Ymax for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. Ymax's deployment of additional Advanced Services shall be subject to the applicable FCC Regulations.
- 4.7 Ymax may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which Voice Grade service is provided to Verizon's Customer. Ymax is responsible for providing, through one of the splitter options described below, a splitter at that Wire Center that complies with ANSI specification T1.413, employs Direct Current (DC) blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and operates so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. Ymax is also responsible for providing its own Digital Subscriber Line Access Multiplexer (DSLAM) equipment in the collocation arrangement and any necessary Customer Provided Equipment (CPE) for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop).

Two splitter configurations are available. In both configurations, the splitter must be provided by Ymax and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. Ymax must designate which splitter option it is choosing on the collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before Ymax submits an order for Line Sharing.

Splitter Option A (Splitter Option 1): Splitter in Ymax Collocation Area

In this configuration, the Ymax-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by Ymax in its own collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the Ymax collocation area. Any rearrangements will be the responsibility of Ymax.

Splitter Option C (Splitter Option 2): Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a Ymax-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon employs the use of a POT Bay for interconnection of Ymax's collocation arrangement with Verizon's network, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the POT Bay and the splitter. Installation of the splitter will be performed by Verizon

or, at Ymax's election, by a Verizon-approved vendor designated by Ymax.

In those serving End Offices where Verizon does not employ a POT Bay for interconnection of Ymax's collocation arrangement with Verizon's network, the Ymax provided splitter will be installed (mounted) in a relay rack between the Ymax collocation arrangement and the MDF. The demarcation point is at the splitter end of the cable connecting the Ymax collocation arrangement and the splitter. Installation of the splitter will be performed by Verizon, or, at Ymax's election, by a Verizon-approved vendor designated by Ymax.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to Ymax upon completion of the required work.

- 4.7.1 Where a new splitter is to be installed as part of an initial collocation implementation, the splitter installation may be ordered as part of the initial collocation application. Associated collocation charges (application and engineering fees) apply. Ymax must submit a new collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard collocation intervals will apply.
- 4.7.2 Where a new splitter is to be installed as part of an existing collocation arrangement, or where the existing collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or Ymax's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for collocation augment. Associated collocation charges (application and engineering fees) apply. Ymax must submit the application for collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) Business Days shall apply.
- 4.8 Ymax will have the following options for testing shared Loops:
  - 4.8.1 In serving End Offices where Verizon employs a POT Bay for interconnection of Ymax collocation arrangement with Verizon's network, the following options shall be available to Ymax.
    - 4.8.1.1 Under Splitter Option A, Ymax may conduct its own physical tests of the shared Loop from Ymax's collocation area. If it chooses to do so, Ymax may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Ymax-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional Ymax-provided test head will be installed in Ymax's collocation area between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

- 4.8.1.2 Under Splitter Option C, upon request by Ymax, either Verizon or, at Ymax's election, a Verizon-approved vendor selected by Ymax will install a Ymax-provided test head to enable Ymax to conduct remote physical tests of the shared Loop. This optional Ymax-provided test head will be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The Ymax-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Ymax-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the Ymax-provided test head, and will direct all required activity.
- 4.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to Ymax during normal trouble isolation procedures in accordance with reasonable procedures.
- 4.8.1.4 Under either Splitter Option, upon request by Ymax, Verizon will make MLT access available to Ymax via RETAS after the Service Order has been completed. Ymax will utilize the circuit number to initiate a test.
- 4.8.1.5 Where Verizon has deployed Wideband Test equipment (i.e., Verizon-East), under either Splitter Option, upon request by Ymax, Verizon shall perform a Wideband Test to diagnose troubles and provide Ymax with the test results during the trouble shooting process. Charges for Wideband Testing are as set forth in the Pricing Attachment.
- 4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for interconnection of Ymax's collocation arrangement with Verizon's network, Ymax will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to Ymax through use of the on-line computer interface test system at [www.verizon.com/wise](http://www.verizon.com/wise).
- 4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Ymax has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and Ymax will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that Ymax should reasonably have been able to isolate and diagnose through one of the testing options available to Ymax above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

- 4.8.4 Verizon and Ymax each have a responsibility to educate the Customer regarding which service provider should be called for problems with their respective service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog Voice Grade services and the physical line between the NID at the Customer premises and the point of demarcation in the Central Office. Ymax will be responsible for repairing services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that Ymax has provided to Verizon malfunctions, Ymax shall provide a replacement splitter or test head to Verizon. Before either Party initiates any activity on a shared Loop that may cause a disruption of the service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and Ymax will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.
- 4.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with Ymax's Advanced Services. Verizon will not repair any CPE provided by Ymax. Before a trouble ticket is issued to Verizon, Ymax shall validate whether the Customer is experiencing a trouble that arises from Ymax's service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.
- 4.8.6 In the case of a trouble reported by the Customer on its Voice Grade service, if Verizon determines the reported trouble arises from Ymax's equipment, splitter problems, or Ymax's activities, Verizon will:
- 4.8.6.1 Notify Ymax and request that Ymax immediately test the trouble on Ymax's service.
  - 4.8.6.2 If the Customer's Voice Grade service is so degraded that the Customer cannot originate or receive Voice Grade calls, and Ymax has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's Voice Grade service if Verizon determines in good faith that the cause of the voice interruption is Ymax's service. Where the Customer's Voice Grade service is degraded by Ymax's particular technology deployment, Verizon will, to the extent required by Applicable Law, establish before the Commission that Ymax's particular technology deployment is causing the significant degradation and, upon Verizon having done so, Ymax will discontinue deployment (or use) of that technology and will migrate its Customers to technologies that will not significantly degrade the performance of other such services.
  - 4.8.6.3 Upon completion of the steps in Sections 4.8.6.1 and 4.8.6.2 of this Attachment, Verizon may temporarily remove the Ymax-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is Ymax's service.

- 4.8.6.4 Upon notification from Ymax that the malfunction in Ymax's service has been cleared, Verizon will restore Ymax's service by restoring the splitter on the Customer's Loop.
- 4.8.6.5 Upon completion of the above steps, Ymax will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Ymax service from the Customer's line if the cause of the voice interruption was Ymax's service.
- 4.8.6.6 Verizon shall not be liable to Ymax, the Customer, or any other person, for damages of any kind for disruptions to Ymax's service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and Ymax shall indemnify Verizon from any Claims that result from such steps.

## **5. Line Splitting**

CLECs may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, CLECs may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL Compatible Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled circuit switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a Line Splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a Line Splitting configuration using the same Network Elements utilized in the pre-existing platform arrangement, or seeking to migrate a Line Sharing arrangement to a Line Splitting configuration using the existing Loop, a Verizon Local Switching Network Element, and the existing central office wiring configuration, may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

## **6. Sub-Loop**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall allow Ymax to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Verizon shall allow Ymax access to Sub-Loops in accordance with, but only to the extent required by, Applicable Law. The available Sub-Loop types are as set forth below.

### **6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).**

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. Verizon shall provide Ymax with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.



- 6.1.1 Ymax may request that Verizon reactivate (if available) an unused drop and NID or provide Ymax with access to a drop and NID that, at the time of Ymax's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).
- 6.1.2 Ymax may obtain access to a Sub-Loop Distribution Facility only at an FDI, through any method required by Applicable Law, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Ymax is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Ymax at such terminal. If Ymax obtains access to a Sub-Loop Distribution Facility from a TOPIC, Ymax shall install a TOPIC on an easement or Right of Way obtained by Ymax within 100 feet of the Verizon FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Ymax TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Ymax for any of Ymax's electronics in the TOPIC. Ymax shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.
- 6.1.3 Ymax may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Ymax, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Ymax must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a Ymax TOPIC. To make such a request, Ymax must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Ymax wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Ymax's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Ymax must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Ymax must submit Sub-Loop Interconnection Applications to:

Ymax's Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to Ymax a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Ymax shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Ymax's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Ymax breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide Ymax with access to a Sub-Loop Distribution Facility, Verizon shall bill Ymax, and Ymax shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.
- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a Ymax TOPIC and Ymax has paid the full cost of such installation, Ymax can request the connection of Verizon Sub-Loop Distribution Facilities to the Ymax TOPIC. At the same time, Ymax shall advise Verizon of the services that Ymax plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Ymax shall run any crosswires within the TOPIC.
- 6.1.8 If Ymax requests that Verizon reactivate an unused drop and NID, then Ymax shall provide dial tone (or its DSL equivalent) on the Ymax side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the Ymax dial tone or equivalent from the TOPIC. If Ymax requests that Verizon provide Ymax with access to a Sub-Loop Distribution Facility that, at the time of Ymax's request, Verizon is using to provide service to a Customer, then, after Ymax has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, Ymax shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Ymax's LNP request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such

Customer first disconnects the service that utilizes derived channel technology.

- 6.1.10 Verizon shall provide Ymax with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
  - 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of Ymax and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Ymax accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Ymax reports to Verizon a Customer trouble, (b) Ymax requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, Ymax shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Ymax is not available at the appointed time. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon.
- 6.2 Unbundled Feeder Sub-Loop – Element (UFSE).
- 6.2.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to a Sub-Loop Feeder Facility in accordance with, and subject to, the terms and provisions of this Section 6.2, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs.
  - 6.2.2 Ymax may obtain access to a Sub-Loop Feeder Facility through any method required by Applicable Law, in addition to existing methods such as from a Ymax collocation arrangement in the Verizon End Office where such Sub-Loop Feeder Facility originates, in which case Verizon shall terminate a Sub-Loop Feeder Facility in an RTEE that subtends such End Office only if Ymax has a collocation arrangement in such RTEE. Upon Ymax's request, Verizon will connect a Sub-Loop Feeder Facility to a Ymax collocation arrangement in the Verizon End Office where the Sub-Loop Feeder Facility originates and to either a Ymax collocation arrangement in the Verizon RTEE that subtends such End Office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the End Office and that Ymax has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and Ymax that governs the establishment of such TOPIC. Verizon shall connect a Sub-Loop Feeder Facility to the point of termination bay of a Ymax collocation arrangement in a Verizon Central Office or to a Ymax TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing

such cross connections. Ymax may obtain access to a Sub-Loop Feeder Facility between an End Office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

- 6.2.3 Ymax shall run any crosswires within a Ymax physical collocation arrangement and a Ymax TOPIC and Ymax will have sole responsibility for identifying to Verizon where a Sub-Loop Feeder Facility should be connected to a Ymax collocation arrangement. Ymax shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and Ymax shall not bill Verizon, and Verizon shall not pay Ymax, for providing such power and space.
- 6.2.4 Verizon shall not be obligated to provide to Ymax any multiplexing at an RTEE or at a TOPIC. If Ymax requests access to a Sub-Loop Feeder Facility and a Sub-Loop Distribution Facility that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to Ymax in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.
- 6.2.5 Verizon shall provide Ymax with access to Sub-Loop Feeder Facility in accordance with negotiated intervals.
- 6.2.6 Verizon shall repair and maintain a Sub-Loop Feeder Facility at the request of Ymax and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. Ymax may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. Ymax accepts responsibility for initial trouble isolation for Sub-Loop Feeder Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) Ymax reports to Verizon a trouble, (b) Ymax requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Sub-Loop Feeder Facilities or equipment in whole or in part, then Ymax shall pay Verizon the charges set forth in Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a Ymax contact as designated by Ymax is not available at the appointed time. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to Ymax by Verizon.

### 6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Ymax to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

## 7. Inside Wire

7.1 House and Riser.

[This Section Intentionally Left Blank].

**8. Dark Fiber**

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF consist of Verizon optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Verizon's Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF contain any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Verizon shall not remove the same. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:

8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon accessible terminal in Verizon's Central Office that can be cross-connected to Ymax's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal located in Verizon's main termination point in the Customer premises in the same serving wire center. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal in Verizon's Central Office that can be cross-connected to Ymax's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal located at Verizon's main termination point located within the Customer premises and the other end terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's accessible terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure and the other end terminates at Verizon's accessible terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to Ymax's collocation arrangement or adjacent structure. A Ymax demarcation point at a Customer premises shall be established in the main telco room of the Customer premises if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not

located in that room, then at a location to be determined by Verizon. A Ymax demarcation point at a Customer premises shall be established at a location that is no more than thirty (30) feet from Verizon's accessible terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the Ymax demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

- 8.2.2 Ymax may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon accessible terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and Ymax may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available to Ymax unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF are already terminated on an existing Verizon accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to Ymax.
- 8.2.3 Except if and, to the extent required by, Applicable Law, Verizon will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Ymax's request.
- 8.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon accessible terminal to a Ymax collocation arrangement or (2) from a Verizon accessible terminal to Ymax's demarcation point at a Customer premises or Ymax Central Office.
- 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Ymax's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Ymax's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in the Pricing Attachment. Verizon reserves the right to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Verizon Central Offices will be discussed with Ymax. If access to Dark Fiber IOF is not available, Verizon will notify Ymax, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous

requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

- 8.2.5.1 Ymax shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.
- 8.2.5.2 Upon request from Ymax as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Ymax's use for ten (10) Business Days from Ymax's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.
- 8.2.5.3 Ymax shall submit an order for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Ymax does not have additional requirements for collocation. The parallel provisioning process shall be used when Ymax requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from Ymax for the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF within ten (10) Business Days from Ymax's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon previously notified Ymax are available. Should Ymax submit an order to Verizon after the ten (10) Business Day reservation period for access to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that Verizon has previously notified Ymax was available, Ymax assumes all risk that such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will no longer be available.
- 8.2.5.5 Upon Ymax's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in accordance with the following terms and conditions:
  - 8.2.5.5.1 Ymax will use existing interfaces and Verizon's current applications and order forms to request collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.
  - 8.2.5.5.2 Verizon will parallel process Ymax's requests for collocation, including augments, and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF.

- 8.2.5.5.3 Before Ymax submits a request for parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, Ymax will:
  - 8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
  - 8.2.5.5.3.2 submit a collocation application for the Verizon Central Office(s) where the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF terminates and receive confirmation from Verizon that Ymax's collocation application has been accepted.
- 8.2.5.5.4 Ymax will prepare requests for parallel provisioning of collocation and Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF in the manner and form reasonably specified by Verizon.
- 8.2.5.5.5 If Verizon rejects Ymax's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Ymax may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Ymax, less the costs Verizon incurred to date.
- 8.2.5.5.6 If Verizon accepts Ymax's Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request, Verizon will parallel provision the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to a temporary location in Verizon's Central Office(s). Verizon will charge and Ymax will pay for parallel provisioning of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at the rates specified in the Pricing Attachment beginning on the date that Verizon accepts each Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF request.
- 8.2.5.5.7 Within ten (10) days after Verizon completes a Ymax collocation application, Ymax shall submit a Dark Fiber change request to reposition Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF from the temporary location in that Verizon Central Office(s) to the permanent location at Ymax's collocation arrangement in such Verizon Central Office(s). Ymax will prepare such request(s) in the manner and form specified by Verizon.



- 8.2.5.5.8 If Ymax cancels its collocation application, Ymax must also submit a cancellation for the unbundled Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF provisioned to the temporary location in the Verizon Central Office(s).
- 8.2.6 Ymax shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Where a collocation arrangement can be accomplished in a Verizon premises, access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premises must be accomplished via a collocation arrangement in that Verizon premises. In circumstances where a collocation arrangement cannot be accomplished in a Verizon premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to Ymax in the condition that it is available in Verizon's network at the time that Ymax submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for Ymax's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to Ymax as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Ymax as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.11 Ymax shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 8.2.12 Ymax may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to Ymax for use for Special or Switched Exchange Access Services, Ymax shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Ymax to leasing up to a maximum of twenty-five percent (25%) of the Fiber Loops, Fiber Sub-Loops or Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

- 8.2.14.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to Ymax upon a showing of need to the Commission and twelve (12) months' advance written notice to Ymax; and
  - 8.2.14.2 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a Ymax order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Ymax, or impair Verizon's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, Ymax may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.16 Ymax shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of Ymax; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) except as set forth with respect to the parallel provisioning process addressed above, Ymax's collocation arrangements with any proper optical cross connects or other equipment that Ymax needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. Ymax hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, on or before the date that Ymax places an order for the applicable Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and that it shall maintain the same going forward.
- 8.2.17 Ymax is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.
- 8.2.18 Ymax is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of Ymax.
- 8.2.19 Ymax may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):
  - 8.2.19.1 A fiber layout map that shows the streets within a Verizon Wire Center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Ymax subject to the agreement of Ymax, in writing, to treat the maps as

confidential and to use them for preliminary design purposes only. Ymax acknowledges that fiber layout maps do not show whether or not spare Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF are available. Verizon shall provide fiber layout maps to Ymax subject to a negotiated interval.

- 8.2.19.2 A field survey that shows the availability of Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF between two or more Verizon Central Offices, a Verizon Central Office and a Ymax Central Office or a Verizon End Office and the premises of a Customer, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s), or Dark Fiber IOF are defective, shows whether or not such Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon's Dark Fiber Loop(s), Dark Fiber Sub-Loop(s) or Dark Fiber IOF. If a field survey shows that a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF is available, Ymax may reserve the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Ymax submits an order for access to such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be available when Verizon receives such order, and Ymax assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a Ymax submits an order for a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF without first obtaining the results of a field survey of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, Ymax assumes all risk that the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will not be compatible with Ymax's equipment, including, but not limited to, order cancellation charges.

## **9. Network Interface Device**

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall permit Ymax to connect a Ymax Loop to the Inside Wiring of a Customer's premises through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Ymax with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Ymax may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Ymax NID deployed by Ymax or, if an entrance module is available in the Verizon NID, by connecting a Ymax Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

- 9.2 In no case shall Ymax access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall Ymax access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall Ymax remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall Ymax remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Ymax is connecting a Ymax-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Ymax does not need to submit a request to Verizon and Verizon shall not charge Ymax for access to the Verizon NID. In such instances, Ymax shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Ymax may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
  - 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Ymax may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to Ymax's NID.
  - 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Ymax may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
  - 9.8.3 Ymax may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Ymax, its agent, the building owner or the Customer). If Ymax accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Ymax, its agent, the building owner or the Customer).

## **10. Unbundled Circuit Switching Elements**

10.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall make available to Ymax the local circuit switching element and Tandem circuit switching element unbundled from transport, local Loop transmission, or other services, in accordance with this Section 10 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Ymax with access to the local circuit switching element and the Tandem circuit switching element in accordance with, but only to the extent required by, Applicable Law. Notwithstanding any other provision of this Agreement and, for the avoidance of any doubt, Ymax shall not order and, Verizon shall not have any obligation to provide, any non-circuit switched elements (e.g., Verizon shall not be obligated to provide a packet switched element).

10.2 Local Circuit Switching.

10.2.1 The unbundled local circuit switching element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports), plus the features, functions, and capabilities of the circuit switch. It consists of the line-side Port (including connection between a Loop termination and a circuit switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the circuit switch and its associated deployed switch software are capable of providing and which are currently being offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.2.2 Verizon shall offer, as an optional chargeable feature, usage tapes in accordance with Section 8 of the Additional Services Attachment.

10.2.3 Ymax may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Ymax may submit a Bona Fide Request in accordance with Section 14.3 of this Attachment for other circuit switch features and functions that the circuit switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Ymax to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.3 Network Design Request (NDR).

Prior to submitting any order for unbundled local circuit switching (as a UNE or in combination with other UNEs), Ymax shall complete the NDR process. As part of the NDR process, Ymax shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled local circuit switching.

If Ymax selects customized routing, Ymax shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

#### 10.4 Tandem Circuit Switching.

The unbundled Tandem circuit switching element includes trunk-connect facilities, the basic circuit switching function of connecting trunks to trunks, and the functions that are centralized in Tandem circuit switches. Unbundled Tandem circuit switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

### 11. Unbundled Interoffice Facilities

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Ymax's request, Verizon shall provide Ymax with interoffice facilities (IOF) unbundled from other Network Elements at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that Ymax also purchases unbundled local circuit switching capability from Verizon in accordance with Section 10 of this Attachment. Verizon shall provide Ymax with such IOF in accordance with, but only to the extent required by, Applicable Law. Verizon will not install new electronics, and Verizon will not build new facilities.
- 11.2 If and, to the extent that, Ymax has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Ymax has a right under Applicable Law to convert (and wishes to convert) such transport to unbundled IOF under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, Ymax shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs.

### 12. Signaling Networks and Call-Related Databases

- 12.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Ymax, Verizon shall provide Ymax with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with this Section 12 and the rates and charges provided in the Pricing Attachment. Such access shall be provided by Verizon in accordance with, but only to the extent required by, Applicable Law.
- 12.2 Ymax shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve Ymax's Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the Ymax information Verizon requires to provide such call-related functionality is resident in a database, Ymax will provide Verizon with the access and authorization to query Ymax's information in the databases within which it is stored.
- 12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport signaling messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the

- other Party's CCS network. If a third party signaling provider is selected by Ymax to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of Ymax.
- 12.4 Regardless of the manner in which Ymax obtains CCS Interconnection, Ymax shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.
- 12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.
- 12.6 The Parties will follow all OBF-adopted standards pertaining to CIC/OZZ codes.
- 12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called Party to the other Party.
- 12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of Ymax signaling systems to the public Internet Protocol network may expose Ymax and Verizon signaling systems and information to interference by third parties. Ymax shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. Ymax shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.
- 12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:
- 12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and
- 12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

- 12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge Ymax in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. Ymax shall charge Verizon rates equal to the rates Verizon charges Ymax, unless Ymax's Tariffs for CCS signaling provide for lower generally available rates, in which case Ymax shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

### **13. Operations Support Systems**

Subject to the conditions set forth in Section 1 of this Attachment and in Section 8 of the Additional Services Attachment, Verizon shall provide Ymax with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide Ymax with such access in accordance with, but only to the extent required by, Applicable Law. All such transactions shall be submitted by Ymax through such electronic interfaces.

### **14. Availability of Other Network Elements on an Unbundled Basis**

- 14.1 Any request by Ymax for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Ymax shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.
- 14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by Applicable Law.
- 14.3 Network Element Bona Fide Request (BFR).
- 14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
- 14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party



shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.

- 14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
- 14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

## **15. Maintenance of Network Elements**

If (a) Ymax reports to Verizon a Customer trouble, (b) Ymax requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Ymax shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Ymax is not available at the appointed time. Ymax accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Ymax by Verizon. If as the result of Ymax instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Ymax by Verizon. Verizon agrees to respond to Ymax trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

**16. Combinations**

Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Ymax, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

**17. Rates and Charges**

The rates and charges for UNEs, Combinations and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

**18. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Ymax reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## **COLLOCATION ATTACHMENT**

### **1. Verizon's Provision of Collocation**

Verizon shall provide to Ymax, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating Ymax's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to Ymax only to the extent required by Applicable Law and may decline to provide Collocation to Ymax to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Collocation Attachment, nothing in this Collocation Attachment shall be deemed to require Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Ymax to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51. Subject to the foregoing, Verizon shall provide Collocation to Ymax in accordance with the rates, terms and conditions set forth in Verizon's Collocation Tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

## **911 ATTACHMENT**

### **1. 911/E-911 Arrangements**

- 1.1 911 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office/Selective Router and 911/ E-911 Database as is necessary to provide 911/E-911 Services in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 Verizon shall make the following information available to Ymax, to the extent permitted by Applicable Law. Such Information is currently available at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website):
  - 1.2.1 A listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
  - 1.2.2 A listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon 911/E-911 network and database systems; and
  - 1.2.3 Where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the local jurisdiction, Verizon shall provide to Ymax a complete copy of such MSAG annually upon written request for each county within the LATA(s) specified in this Agreement, where Ymax is providing local exchange service, provided that Verizon is permitted to do so by the local jurisdiction.

### **2. E-911 Database Electronic Interface**

- 2.1 Where Verizon manages the ALI Database, information regarding the ALI Database is currently available electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
- 2.2 Where Verizon manages the ALI Database, Verizon will:
  - 2.2.1 store Ymax end user data provided by Ymax in the ALI Database;
  - 2.2.2 provide Ymax access to the ALI Database for the initial loading and updating of Ymax end user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and
  - 2.2.3 provide Ymax an error and status report based on updates to the ALI Database received from Ymax.
- 2.3 Where Verizon manages the ALI Database, Ymax will:
  - 2.3.1 provide MSAG valid E-911 data for each of its end-users for the initial loading of, and any ongoing updates in Verizon's E-911 database;

- 2.3.2 utilize the appropriate Verizon electronic interface to update its E-911 database information related to the end user (and all such E-911 database information shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website);
  - 2.3.3 use its company ID on all end-user records in accordance with NENA standards; and
  - 2.3.4 correct any errors that occur during the entry of its data to the Verizon E-911 database.
- 2.4 In the event Ymax uses a third party to input data through the electronic interface with Verizon, Ymax must provide a Letter of Authorization, in a form acceptable to Verizon, identifying the party that will serve as its agent.

### **3. 911/E-911 Interconnection**

- 3.1 Ymax may, in accordance with Applicable Law or regulation, interconnect to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Verizon will designate interface points, e.g. digital cross connect systems (DCS), where Ymax may interconnect to Verizon, for the provision of 911/ E-911 Services and for access to all subtending PSAPs that serve the areas in which Ymax provides services.
- 3.2 In order to interconnect with Verizon for E-911 purposes, Ymax will:
  - 3.2.1 interconnect with each Verizon 911 Selective Router(s) that serves the exchange areas in which Ymax is authorized to and will provide telephone exchange service;
  - 3.2.2 provide a minimum of two (2) one-way outgoing E-911 trunks dedicated for originating 911 emergency service calls from the Ymax switch to each Verizon 911 Selective Router, using SS7 signaling where available, as necessary;
  - 3.2.3 [Intentionally left blank];
  - 3.2.4 provide sufficient trunking and facilities to route Ymax originating 911 calls to the designated Verizon 911 Selective Router/ E-911 Tandem. Ymax is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity;
  - 3.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911 Selective Router/ E-911 Tandem;
  - 3.2.6 engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or duly authorized governmental authority;
  - 3.2.7 monitor its 911 trunks for the purpose of determining originating network traffic volumes. If the Ymax traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, Ymax shall order or otherwise provide adequate additional trunks;

- 3.2.8 promptly test all 911 trunks and facilities between the Ymax network and the Verizon 911 Selective Router(s) to assure proper functioning of 911 service. Ymax agrees that it will not pass live 911 traffic until successful testing is completed; and
- 3.2.9 isolate, coordinate and restore all 911 network maintenance problems from its switch to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Ymax will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

#### **4. 911/E-911 General**

- 4.1 Verizon and Ymax will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements
- 4.2 Ymax will compensate Verizon for provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.
- 4.3 Ymax and Verizon will comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911 Services.
- 4.4 Ymax will collect and remit, as required, any E-911 applicable surcharges from its end users in accordance with Applicable Law.
- 4.5 Ymax will enter data into the 911 database under the NENA Standards for LNP. This includes, but is not limited to using Ymax's NENA ID to lock and unlock records and the posting of the Ymax NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards. Ymax is required to promptly lock and migrate its 911 records in accordance with NENA standards. In the event that a carrier exits a market, it shall ensure that its records are unlocked in accordance with NENA standards.

#### **5. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Ymax reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## **PRICING ATTACHMENT**

### **1. General**

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify Ymax in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Ymax, and Ymax shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Ymax pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to Ymax and thereafter.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### **2. Verizon Telecommunications Services Provided to Ymax for Resale Pursuant to the Resale Attachment**

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

- 2.1.1 The Charges for a Verizon Telecommunications Service purchased by Ymax for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Ymax for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Ymax for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Ymax for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;



- 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
  - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
  - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.
- 2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
  - 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
  - 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Ymax pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).
- 2.3 Other Charges.
  - 2.3.1 Ymax shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Ymax.

### **3. Ymax Prices**

Notwithstanding any other provision of this Agreement, the Charges that Ymax bills Verizon for Ymax's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Ymax's cost to provide such Ymax's Services to Verizon exceeds the Charges for Verizon's comparable Services and Ymax has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

### **4. [This Section Intentionally Left Blank]**

### **5. Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b)

with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

## APPENDIX A TO THE PRICING ATTACHMENT<sup>1 2</sup>

### V1.7

#### I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>

##### A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0048270♦ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0072350♦ per minute of use.**

##### B. The Tandem Transit Traffic Service Charge is **\$0.0022320♦ per minute of use.**

##### C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Ymax shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>2</sup> Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated March 17, 1997 in Docket Number 96-375-C. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order Docket Number 96-375-C, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

## II. Services Available for Resale

The avoided cost discount for all Resale Services is 18.66%.

### Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

#### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

#### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### Custom Handling

##### Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

##### Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

##### Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

##### Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

## **Application of NRCs**

### **Pre-ordering:**

CLEC Account Establishment is a one-time charge applied the first time that Ymax orders any service from this Agreement.

Customer Record Search applies when Ymax requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Ymax. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Ymax. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Ymax's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### **Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite applies if Ymax requests service prior to the standard due date intervals.

Coordinated Conversion applies if Ymax requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Ymax requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

### III. Prices for Unbundled Network Elements<sup>4</sup>

#### Monthly Recurring Charges

##### Local Loop

2 Wire Analog Loop (inclusive of NID)	\$ 18.00♦
4 Wire Analog Loop (inclusive of NID)	\$ 28.80♦
2 Wire Digital Loop (inclusive of NID)	\$ 18.00♦
4 Wire Digital Loop (inclusive of NID)	\$ 28.80♦
DS-1 Loop	\$ 125.11
DS-3 Loop	\$ 1515.42

##### Supplemental Features:

ISDN-BRI Line Loop Extender	\$ 5.69
DS1 Clear Channel Capability	\$ 23.74

##### Sub-Loop

2-Wire Feeder	\$ 9.87
2-Wire Distribution	\$ 21.13
4-Wire Feeder	\$ 25.86
4-Wire Distribution	\$ 37.97
2-Wire Drop	\$ 3.62
4-Wire Drop	\$ 3.89
Inside Wire	BFR

##### Network Interface Device (leased separately)

Basic NID:	\$ 1.45♦
Complex (12 x) NID	\$ 2.10♦

##### Switching

Port	
Basic Analog Line Side Port	\$ 4.00♦
Coin Line Side Port	\$ 10.37
ISDN BRI Digital Line Side Port	\$ 24.08
DS-1 Digital Trunk Side Port	\$ 92.10
ISDN PRI Digital Trunk Side Port	\$ 161.25

##### Usage Charges (must purchase Port)

Local Central Office Switching (Overall Average MOU)	\$ 0.0048270
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$ 0.0000170
Transport Termination (Average MOU/Term)	\$ 0.0001760
Tandem Switching (Average MOU)	\$ 0.0019710

Terminating to Originating Ratio	1.00
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<sup>4</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Ymax shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

**Dedicated Transport Facilities**

## CLEC Dedicated Transport

CDT 2 Wire	\$ 26.50
CDT 4 Wire	\$ 42.40
CDT DS1	\$ 134.29
CDT DS3 Optical Interface	\$ 1,312.50
CDT DS3 Electrical Interface	\$ 1,325.90

## Interoffice Dedicated Transport

IDT DS0 Transport Facility per ALM	\$ .36
IDT DS0 Transport Termination	\$ 15.08
IDT DS1 Transport Facility per ALM	\$ 6.70
IDT DS1 Transport Termination	\$ 30.00
IDT DS3 Transport Facility per ALM	\$ 32.45
IDT DS3 Transport Termination	\$ 184.55

## Multiplexing

DS1 to Voice Multiplexing	\$ 190.00
DS3 to DS1 Multiplexing	\$ 267.35
DS1 Clear Channel Capability	\$ 23.74

**Unbundled Dark Fiber**

## Unbundled Dark Fiber Loops/Sub-Loops

Dark Fiber Loop	\$ 67.13
Dark Fiber Sub-Loop – Feeder	\$ 53.17
Dark Fiber Sub-Loop – Distribution	\$ 13.96

## Unbundled Dark Fiber Dedicated Transport

Dark Fiber IDT –Facility	\$ 24.80
Dark Fiber IDT –Termination	\$ 6.34

## Intermediate Office Cross Connect

TBD

## **UNE-P Pricing<sup>5</sup>**

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:  
UNE 2-wire Analog loop; and  
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:  
UNE 2-wire Digital loop; and  
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:  
UNE DS1 loop; and  
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:  
UNE DS1 loop; and  
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

## **EEL Pricing**

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

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<sup>5</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Ymax shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.



### **Line Splitting<sup>6</sup>**

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

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<sup>6</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

### NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)		
Initial Service Order, per order	\$	51.20 ♦
Transfer of Service Charge, per order	\$	16.00
Subsequent Service Order, per order	\$	24.00
Installation		
Unbundled Loop, per loop	\$	25.00
Unbundled Port, per port	\$	25.00
Loop Facility Charge, per order (See Note 1)	\$	67.00

### CUSTOM HANDLING

#### Coordinated Conversions:

ISO	\$	17.76
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

#### Hot Coordinated Conversions First Hour:

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

#### Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

## NON-RECURRING CHARGES - OTHER UNEs

LOCAL WHOLESALE SERVICES		Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Provisioning Addtl Unit
<b>UNBUNDLED NID</b>					
Exchange – Basic		\$ 27.06	\$ 18.83	\$ 33.99	N/A
<b>UNBUNDLED SUB-LOOP</b>					
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97	
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22	
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36	
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22	
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51	
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41	
<b>UNBUNDLED DARK FIBER</b>					
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A	
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68	
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43	
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43	
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19	
Dark Fiber Records Review (with reservation)	TBD				
Intermediate Office Cross Connect	TBD				
Dark Fiber Optional Engineering Services	TBD				
<b>ENHANCED EXTENDED LINK LOOPS (EELs) Loop portion ( In addition, IDT and CDT charges apply if applicable to the EEL arrangement))</b>					
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 25.00	N/A	
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$ 25.00	N/A	
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 25.00	N/A	
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 25.00	N/A	
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A	
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A	
<b>Changeover Charge - (Conversion from Special Access to EELs or Transport)</b>					
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A	
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A	
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A	
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A	

**LOOP CONDITIONING<sup>7</sup>****(No charge for loops 12,000 feet or less)**

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

**LINE AND STATION TRANSFER<sup>8</sup>**

N/A	N/A	\$147.75	N/A
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**UNE PLATFORM**

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

**INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced (2-wire and 4-wire) - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced (2-wire and 4-wire) - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced (DS1 and above) - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced (DS1 and above) - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

**CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)**

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
Clear Channel Capability	N/A	N/A	\$ 90.00	N/A

<sup>7</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

<sup>8</sup> A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

**SIGNALING SYSTEM 7 (SS7)**

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A

**CUSTOMIZED ROUTING**

BFR

BFR

BFR

BFR

**EXPEDITES**

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

**OTHER**

Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

**LINE SHARING - CLEC OWNED SPLITTER**

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

## **Application of NRCs**

### **Preordering:**

CLEC Account Establishment is a one-time charge applied the first time that Ymax orders any service from this Agreement.

Customer Record Search applies when Ymax requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

### **Examples of services and their Ordering/Provisioning category that applies:**

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Ymax requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Ymax requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Ymax requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

**IV. Rates and Charges for 911**

See State Tariff.

**V. Collocation Rates**

See SC Intrastate Access Tariff Section 18, Collocations Services.



**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION  
ATTACHMENT**

**Technical Specifications and Requirements**

**for**

**Ymax - Verizon South Inc.  
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Ymax - Verizon South Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and Ymax's [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the State of South Carolina. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
  - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Wire Center.
  - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Ymax to connect [ ] strands of its fiber cable [ ] connectors. Verizon's FNID will be locked, but Verizon and Ymax will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
  - 2.3 Ymax will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by Ymax will be a [MANUFACTURER, MODEL]. Ymax will bear the cost of installing and maintaining its FNID. The fiber patch panel within Ymax's FNID will serve as FMP No. 2. Ymax will provide a fiber stub at the fiber patch panel in Ymax's FNID for Verizon to connect [ ] strands of its fiber cable. Ymax's FNID will be locked, but Ymax and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Ymax's FNID.
3. Transmission Characteristics.
  - 3.1 FM No. [XX] will be built [as a ring configuration].
  - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
- 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
- 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
- 3.6 The path switch protection shall be set as [Non-Revertive].
- 3.7 Verizon and Ymax shall provide [Primary Reference Source traceable timing].
- 4. Add Drop Multiplexer.
  - 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide Ymax with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
  - 4.2 Ymax will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Ymax will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Ymax must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Ymax's Add Drop Multiplexer.
  - 4.3 Ymax and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
  - 4.4 The Data Communication Channel shall be disabled between the Verizon and Ymax Add Drop Multiplexers of FM No. [XX].
- 5. Testing.
  - 5.1 Prior to turn-up of FM No. [XX], Verizon and Ymax will mutually develop and implement testing procedures for FM No. [XX]
- 6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
  - 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Ymax as a final step of turn up of the FM No. [XX].
  - 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and Ymax will control the CFA for the subtending facilities and trunks connected to Ymax's slots. Ymax will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the

second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Ymax shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Ymax's Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements, Ymax shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Ymax shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Ymax will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and Ymax will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Ymax will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Ymax's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
- 7.4 Verizon and Ymax will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Ymax will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

**YMAX COMMUNICATIONS CORP.**

**VERIZON SOUTH INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE EXECUTED AT A LATER DATE**

**Exhibit A-1**

Ymax - Verizon South Inc. Fiber Meet Arrangement No. [XX]

City, State